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THE COVENANTS, CONDITIONS AND PROVISIONS TREET RAD TO ON PAGE 1 (THE BENERSE SIDE OF THIS MORTGAGE): 1. Mortgagors shall (1) proviping upon restore or reductions tuilding or introducements now of hereafter on the premises which may

- 1. Mortgagors shall (1) promptly upder testore by relative for innervoquits now of hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (6) make no material alterations in said premises except required by law or municipal ordinance.
- 2. Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the: Mortgagee duplicate receipts therefor. To prevent default hereunder Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
- 3. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire; shall deliver renewal policies not less than ten days prior to the respective dates of expiration.
- 4. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale of offeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest theron at the rate agreed upon in the note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account Arany default hereunder on the part of the Mortgagors.
- 5. The Mortgage chaking any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate produced from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, safe, forceit are tax lien or title or claim theref.
- 6. Mortgagors shall pay fact item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. A the option of the Mortgagee and without notice to Mortgagors, all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage. In the contrary, become due and payable (a) immediately in the case of default in making payment of any finitely interest or the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.
- 7. If the Mortgagors sell or transfer and or part of the premises or any rights in the premises, any person to whom the Mortgagors sell of transfer the Premises may take over all of the Mortgagors' rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. There is inditions are:
 - (A.) Mortgagors give Mortgagee notice of site or transfer;
 - (B.) Mortgagee agrees that the person qualifies unde its then usual credit criteria;
 - (C.) The person agrees to pay interest on the arrownt owed to Mortgagee under the note and under this Mortgage at whatever rate Mortgagee requires; and
 - (D.) The person signs an assumption agreement that if accertable to Mortgagee an that obligates the person to keep all of the promises and agreements made in the note and in this Mortgage.

If the Mortgagors self or transfer the premises and the conditions it. A. B. C and D of this section are not satisfied. Mortgagee may require immediate payment in full of the note, foreclose the Mortgage, and seek a sy other remedy allowed by the law. However, Mortgagee will not have the right to require immediate payment in full or any other legal remedy as a result of certain transfers. Thuse transfers are:

- (i) the creation of liens or other claims against the premises that are interior to this Mortgage, such as other mortgages, materialman's liens, etc.;
- (ii) a transfer of rights in household appliances, to a person who provides the Aortgagors with the money to buy these appliances, in order to protect that person against possible losses;
- (iii) a transfer of the premises to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; and
- (iv) leasing the premises for a term of three (3) years or less, as long as the lease does not include an option to buy.
- 8. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included of distinct indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgage for attorneys fees, appraiser's fee, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which have be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insure reconstitutes to items to be expended after entry of the decree with respect to title as Mortgagee may deem to be reasonably necessary either to proceed such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the promises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate agreed upon in the note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptey proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendan, by eason of this mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure haves, are accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened fail or proceeding which might affect the premises or the security hereof.
- 9. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereoff second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.
- representatives or assigns, as their rights may appear.

 10 to Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagors at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestend or not, and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court from time to time may authorize they receiver to apply the net income in his hands in payment in whole or in part of; (1) The indebtedness secured hereby, or by any decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree; provided such application is made prior to foreclosure sale; (2) the deficiency in case of a sale and deficiency.
- 11. The Mortgagee shall have the right to inspect the premises at all reasonable times and to make repairs to the premises as in its discretion it may deem necessary for the proper preservation thereof. Access thereto shall be permitted for those purposes.
- 12. If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.
- 13. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.
- 14. This mortgage and all provisions hereof, shall extend to and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hiereby.

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